

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION

HELD IN OPEN COURT:

DATE: 12/15/03

TIME: 2:30pm

INITIALS: LMC

UNITED STATES OF AMERICA,

Plaintiff.

v.

E. L. THOMPSON ASSOCIATES, LLC.

Defendant.

CR. NO. 03-20469-B

PLEA AGREEMENT

The United States of America, by and through Terrell L. Harris, United States Attorney, and Linda Nettles Harris, Assistant United States Attorney, and E. L. Thompson Associates, LLC, the defendant in this action, hereby agree to the following terms, conditions and understandings:

1. The defendant, E. L. Thompson Associates, LLC, agrees to enter a plea of guilty to an information charging it with nine misdemeanor violations of Title 8, United States Code, Section 1324a(a)(2), Unlawful Employment of Unauthorized Aliens. The defendant understands that the maximum penalty as to each count of the information is not more than 6 months imprisonment, not more than a \$3,000.00 fine.

2. The government and E. L. Thompson Associates, LLC agree that the violations charged by information are Class B misdemeanors which are exempt from the coverage of the Sentencing Guidelines pursuant to Guideline Section 1B1.9. However, the parties realize that sentencing decisions are within the sole discretion of the District Court and that the sentencing judge may impose the maximum sentence provided by statute. Defendant also has been advised and understands that if the

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sentencing judge does not follow any of the parties sentencing recommendations, defendant nevertheless has no right to withdraw the plea.

3. The defendant agrees to pay fines totaling \$27,000.00 (\$3,000.00 as to each count of the information) to the United States, payable at the time of sentencing.

4. The parties recognize that the Court will impose a special assessment of \$450.00. The parties agree that this assessment will be paid at sentencing.

5. The U.S. Attorney's office for the Western District of Tennessee agrees that it will not institute any further criminal or civil action against E. L. Thompson Associates, LLC, or any criminal or civil action against any of E. L. Thompson Associates, LLC's affiliated entities, principals, owners or employees related in any way to the conduct prior to the entry date of this agreement of said entities, principals, owners and employees, which are related to the charges to which E. L. Thompson Associates, LLC is pleading guilty. The parties agree that this plea agreement and its terms are limited to the United States Attorney's Office for the Western District of Tennessee, and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities.

6. For a period of two years, defendant consents, without notice or warrant, to entry by agents of the Immigration and Naturalization Service onto the defendant's principal place of business for the purpose of: (1) questioning defendant's employees as to the employment eligibility and immigration status of E. L. Thompson Associates, LLC's and its affiliated entities' employees; and (2) reviewing Employment Eligibility Verification Forms (Forms I-9) and any other company employment records.

7. E. L. Thompson Associates, LLC agrees to cooperate in the prosecution of David Cantu, Jr., d/b/a Brother's Construction II, Antonio Hernandez, and any other individuals who may be charged and /or involved with activity relating to the illegal harboring, encouraging and inducing of aliens by principals, owners, employees of Brother's Construction II and its affiliated entities.

E. L. Thompson Associates, LLC's cooperation in the prosecution shall include, but not be limited to, (1) arranging and allowing interviews of E. L. Thompson Associates, LLC principals and employees (as well as principals and employees of related entities) by law enforcement agents and United States Attorney's Office for the Western District of Tennessee personnel, when requested; (2) providing to the United States Attorney's Office any documents related to the prosecution otherwise obtainable by subpoena, following a request by the United States Attorney's Office for the Western District of Tennessee identifying the same; (3) arranging and allowing the attendance as witnesses of E. L. Thompson Associates, LLC principals and employees (including principals and employees of related entities) at the trial and (and any other criminal related court proceedings) related to the prosecution without the necessity of a subpoena; (4) arranging and allowing the preparation of testimony as is customary; and (5) providing the United States Attorney's Office for the Western District of Tennessee with the last known address of any principal or employee identified by the United States Attorney's Office, who may later cease affiliation with E. L. Thompson Associates, LLC.

It is expressly understood that E. L. Thompson Associates, LLC's sole interest with regard to its cooperation is to provide complete, accurate and truthful information with respect to the prosecution. It is also expressly understood that nothing in this

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agreement shields any principal or employee of E L. Thompson Associates, LLC, or of its related entities, from future prosecution for false statements, obstruction of justice or perjury with respect to any acts committed or statements made after the execution of this plea agreement. The owners and principals of E. L. Thompson Associates, LLC, also expressly understand that they will provide complete, accurate and truthful information to the best of their knowledge and belief and that their statements may be considered binding upon E. L. Thompson Associates, LLC.

B. This agreement fully reflects all promises, agreements, and understandings between the defendant and the United States Attorney for the Western District of Tennessee and supersedes any other written or oral agreement. No modifications of this plea agreement shall be effective unless in writing signed by all parties. The defendant has read and discussed this plea agreement with counsel. The defendant fully understands the agreement, the subject matter of the charges, the maximum penalties and the consequences of entering a guilty plea. The defendant's agreement is not the product of any force, threat, or coercion, nor of any promise except for the written promises made in this agreement.

1/9/02  
Date

Linda Nettles Harris  
LINDA NETTLES HARRIS  
Assistant United States Attorney

12/28/01  
Date

JAMES D. DURHAM  
James D. Durham  
Defense Counsel

12/28/01  
Date

By: Vickie S. Hansen, Partner  
E. L. THOMPSON ASSOCIATES, LLC  
Defendant